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Translation of **Company, Share Sale and Transfer Agreement** from **Turkish** to **English**

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A copy of the translation is attached to this certification.

Chris Schuler
Authorized Representative
Order Date: March 9, 2021

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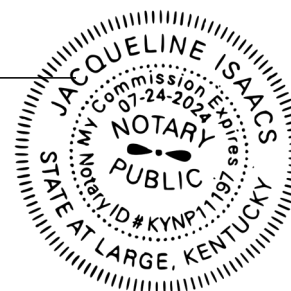


State of Kentucky
County of Jefferson

I, a Notary Public, hereby certify that Chris Schuler, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand on March 15, 2021.

Signature of Notary Public





COMPANY, SHARE SALE AND TRANSFER AGREEMENT

This Agreement was signed on this 12th day of March 2020 between Mehmet OZTURK who resides in the address of 1600 Gelding Ct Virginia Beach VA 23453 (hereinafter referred to as "Seller") and Ilyas CELIK who resides in the address of 4837 Lonewillow Lane Virginia Beach VA 23455 (hereinafter referred to as "Buyer").

The Seller has desire to sell and transfer all shares of the firms, the Light investment LLC, the signatory of the rental agreement for Kitchen bath shop Virginia Beach that is located in the address of 4801A Virginia Beach Blvd Virginia Beach VA 223462, and of the Kitchen bath shop VA LLC that was established in the same address, at the price of 47,000 \$.

The Buyer, on the other hand, has desire to purchase and take over the total number of shares that are indicated above by the Seller.

The Buyer has incorporated a new company named Kitchen and Bath Shops LLC in the address of 4801A; Mehmet Ozturk's all share rights, fixture and liability in this address have been transferred to the buyer.

Ilyas Celik, the Buyer, has made the payment in the amount of 47,000 \$ by credit card to the USA Granite Marble Maryland in exchange of share transfer upon request of Mehmet Ozturk.

IN ACCORDANCE WITH THE ABOVE STATED MUTUAL INTENTIONS, THE PARTIES HAVE REACHED AN AGREEMENT UPON THE FOLLOWING.

ARTICLE 1 – PURCHASE, SALE AND TRANSFER

As of the date of this contract (hereinafter referred to as "Transfer Date"), the Seller has sold and transferred the shares to the Buyer with all rights and obligations thereunto appertaining; the Buyer likewise has purchased and taken over the shares from the Buyer with all of the rights and obligations. The Seller acknowledges to carry out required transactions in order for entry of the share sale and transfer in the shareholders' register of the company as of the Transfer Date.

ARTICLE 2 –TRANSFER PRICE

Transfer price to be paid regarding transfer of shares (hereinafter referred to as "Transfer Price") is 47,000 USD, the par value of the shares.

The Seller accepts and declares that the Buyer has paid the Sale Price in full, that he does not have any claims from the Buyer, and that he has irrevocably and wholly released the Buyer.

ARTICLE 3 –SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller irrevocably declares and undertakes the following:

3.1. The Seller is the sole, full and undisputed owner of the shares; he sells and transfer the Shares to the Buyer as being free of all kinds of obligations on the Transfer Date.



The Seller agrees, declares and undertakes that, in favor of the Buyer, he irrevocably renounces all kinds of proprietary, preemptive and other rights arising out of the Shares and the Certificate of Incorporation on these shares or originating from any reason as of the Transfer Date.

The Seller guarantees that he does not have any claim from the Company and/or the Buyer.

3.4. The Seller agrees, declares and undertakes the following: The Seller shall cover all kinds of demands which the Buyer may be subjected to due to the Shares or the Seller's representations, warranties and obligations found in the agreement, and demands regarding the period prior to the Transfer Date which may be generated by the third parties, including but not limited to tax offices and similar official authorities. He also agrees, declares and undertakes that, in the presence of such demands of the Buyer, he shall immediately and completely pay the whole sum due at the first written request of the Buyer and without any necessity for issuance of a court order, and that he has renounced all of his defenses and objections regarding this in advance and irrevocably.

The following amounts that Mehmet Ozturk has already purchased for the Kitchen and Bath Shop, Virginia Beach Branch and undertaken to pay are under his responsibility. Payments for these have been made to him, thus, creditors do not have not any receivable from the Kitchen Batch and Ilyas Celik.

18,500.00	nextdayRhmond
5,000.00	Granite
7,100.00	K&B Brockville
2,350.00	Sign Mahir
750.00	Bannermahir
2,000.00	reklamMahir
9,000.00	Vanity
<u>\$44,700.00</u>	Total

ARTICLE 4 - MISCELLANEOUS PROVISIONS

This agreement is the only agreement regarding transfer of shares between the parties; it is given priority and superiority in comparison to all of the previous written and verbal agreements, meeting notes and mutual understandings that are associated with the same matter.

We have transferred and delivered the whole operational rights in the address along with all fixtures and fittings inside in exchange for the price stated above.

The Seller himself or his partner undertake not to open a shop with the same name and/or in the same sector (except Vanity shop) within at a 20-mile distance to 4801A Virginia Beach address where the firm is located.

As the rental agreement for the Light Investment LLC was signed by Mehmet Ozturk 3 months ago, information about the share transfer shall be given to the owner after 6 months; the Light Investment LLC does not have any ownership or liability on the Kitchen and Bath Shop Virginia Beach.

This agreement also acquires bindingness in terms of the parties' successors, heirs and assignees.

ARTICLE 5 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES



The U.S. legislation available shall be enforced on this agreement; all disputes to be arisen out of this agreement shall be settled before the U.S. Courts and Enforcement Offices.

Within the frame of the above-mentioned mutual understanding, this agreement was signed by the parties on 12/03/2020.

Transferor
Mehmet Ozturk
[SIGNATURE]

Transferee
Ilyas Celik
[SIGNATURE]